

shall become absolute, and the whole shall become due and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns; and out of all the money arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part or his heirs or assigns.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, Sealed and Delivered

in Presence of
Geo. A. Banks.

J. A. Stewart [seal]
Elizabeth ^{her} Stewart [seal]
marks

State of Kansas)
Douglas County) ss.

Be it Remembered, that on this 11th day of Dec. A.D. 1886 before me, Geo. A. Banks, a Notary Public in and for said County and State, came J. A. Stewart and Elizabeth Stewart his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

[S. B.]

Geo. A. Banks

My Commission expires Dec. 10, 1888.

Notary Public

Recorded Dec. 11, 1886 at 1⁴⁵ O'clock P.M.

B. J. Brown

Register of Deeds.